

<b>To:</b>	Cabinet Member for Community Services
<b>From:</b>	Darren Lanes, Head of Street Scene and Leisure
<b>Director:</b>	Robert Styles, Director of Street Scene, Leisure and Technical Services

**BRIEFING NOTE: EXECUTIVE - NON-KEY DECISION**

**Summary of Issue:**

**CONSIDERATION TO SIGN UP TO THE MEDWAY VALLEY COUNTRYSIDE PARTNERSHIP (MVCP) MEMORANDUM OF AGREEMENT.**

**Recommendation:**

**It is recommended that Tonbridge and Malling Borough Council sign up to the MVCP Memorandum of Agreement confirming the Borough Council's support to the Partnership up to 31 December 2024.**

**1.0 Background**

1.1 MVCP is a not-for-profit organisation dedicated to environmental conservation in the boroughs of Maidstone and Tonbridge and Malling. It organises practical environmental days, conservation volunteering, outdoor activities for young people and families and sources external funding for conservation projects and initiatives within the Borough.

**2.0 Main Issues**

2.1 The Borough Council has supported the work of MVCP and financially contributed to the partnership as a Core Funding Member, since its establishment. The other Core Funders are the Environment Agency; Kent County Council and Maidstone Borough Council.

2.2 All partners sign up to a Memorandum of Agreement with the current agreement between the Borough Council and MVCP having expired. It is now proposed that the Borough Council signs a new agreement that will run until 31 December 2024.

2.3 In brief the agreement sets out the geographical area covered, MVCP's Vision, Aims and Objectives and their organisational structure including the Steering Group for which the Borough Council is a member. A full copy of the Memorandum of Agreement can be found at [Annex 1].

## **Legal Advice**

- 3.1 The partnership is not a legal entity but a collaboration between the parties to the agreement (described in the agreement as the “Funding Members”). The agreement sets out all of the roles and responsibilities of the Funding Members. The staff required for the project are KCC employees (clause 5.3), which includes a “partnership manager” (clauses 5.1, 5.4) who reports to a steering board made up of the Funding Partners (clause 5.2). It is the role of the Steering Board to set the policies and direction of the partnership.
- 3.2 The operating costs of the partnership are dealt with at clause 6, which states that the costs should be “covered on a pro rata basis”. It is assumed that this means the partners share all operating costs equally but this should be clarified and, ideally, enshrined within the agreement.
- 3.3 In the event the partnership is terminated, clause 8 provides that any surplus (after liabilities) is to be returned to the Funding Partners. It is noted that “liabilities” includes payment of any redundancy payments or costs incurred by KCC. In the event there is a deficit upon termination, the agreement requires that the Funding Partners will contribute equally to any shortfall.
- 3.4 KCC have sought to provide comfort with regard to the potential financial risk to the Funding Partners by way of a “Termination/ Redundancy statement”. This confirms that as of July 2022, the partnership reserves of circa £88,000 would cover anticipated redundancy costs (which they estimate at £22,000). It should be noted that the estimated redundancy costs do not include any costs associated with any employment tribunal claims which might arise as a result of termination of the agreement.
- 3.5 The statement does note that there are assets within the partnership which might also be sold to meet liabilities and it concludes that the financial risk to the Funding Partners- in the event of the agreement being terminated- is low.

## **4.0 Financial and Value for Money implications**

- 4.1 Core funding partners each contribute to the core costs for the MVCP but this does not provide for the whole core costs of the Partnership. The MVCP has to raise additional funding from other sources to meet its total annual budget requirements. The current level of core funding contributed by the Borough Council is £6,000 per annum and is accounted for within existing budgets.
- 4.2 The Council also contributes £625 towards the Invasive Species project which assists in the Council’s health and safety obligation in regard to such species as Giant Hogweed and Japanese Knotweed.
- 4.3 The continuation of financial support for MVCP is identified within the Councils approved Climate Strategy.

## **5.0 Risk Assessment**

- 5.1 The continuation of the MVCP is dependent on the Partnership attracting additional external funding on an annual basis.
- 5.2 As mentioned at section 3.0 above, in the event of termination of the agreement, the Council would be liable to share termination costs.
- 5.3 The Borough Council is able to withdraw from this agreement with 6 months' notice.

## **6.0 Public Sector Equality Duty**

- 6.1 No direct impact from the work proposed.

## **7.0 Consideration by Overview and Scrutiny**

- 7.1 We do not consider that this matter needs to be considered by O&S/ SSC before a decision is made.

## **8.0 Communications**

- 8.1 No media/press engagement proposed.

## **9.0 Conclusion**

- 9.1 To support the recommendation highlighted above.

## **10.0 Annexes**

- 10.1 Annex 1 – Memorandum of Agreement
- 10.2 Annex 2 - MVCP Termination/Redundancy Statement for Steering Group Members re MOA